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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BRIAN MEJIA ONTIVEROS,

Plaintiff,

v.

SAN BERNARDINO COUNTY; ELI
HARRISON, an individual; and DOES
1 to 10

Defendants.

Case No. 5:24-cv-00197-SSS-SPx

[DISCOVERY MATTER]

STIPULATED PROTECTIVE ORDER

**Matter for Determination Before the
Honorable Magistrate Judge Sheri Pym**

**TO THE HONORABLE COURT, COME NOW ALL THE PARTIES AND
JOINTLY STIPULATE AS FOLLOWS:**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate and petition the Court to enter the following Stipulated Protective

1 Order. The parties acknowledge that this Order does not confer blanket protections on all
2 disclosures or responses to discovery and that the protection it affords from public
3 disclosure and use extends only to the limited information or items that are entitled to
4 confidential treatment under the applicable legal principles. The parties further
5 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does
6 not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth
7 the procedures that must be followed and the standards that will be applied when a party
8 seeks permission from the court to file material under seal.

9 **B. GOOD CAUSE STATEMENT**

10 This action pertains to sensitive and confidential inter-agency documents related to
11 the incident that involved Plaintiff BRIAN ONTIVEROS (“Plaintiff”) and Defendants
12 SAN BERNARDINO COUNTY and JOSEPH TURNER (“Defendants”). This action is
13 likely to involve materials and information that were acquired in confidence by public
14 employees in the course of their duties and have not been officially disclosed or made
15 open or available to the public. Such confidential materials and information consist of,
16 among other things: (1) confidential police personnel files and accompanying materials
17 maintained by the San Bernardino County Sheriff’s Department; (2) law enforcement
18 investigative reports and records which may contain personal contact information of third
19 party witnesses; and (3) information otherwise generally unavailable to the public, or
20 which may be privileged or otherwise protected from disclosure under state or federal
21 statutes, court rules, case decisions, or common law. Defendants contend that individual
22 officers have an interest in protecting their own privacy rights relating to information in
23 their personnel files and other related information including but not limited to internal
24 affairs investigations. Public divulgence of identities of the various law-enforcement
25 officers and civilian witnesses contained therein would violate the aforementioned
26 individual’s rights of privacy and subject them to potential harm, harassment, intimidation
27 or other unwarranted retribution. Further, the administrative investigations as to the
28 underlying alleged incidents are incomplete, ongoing and continuing.

Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: This pending federal lawsuit in *Brian Mejia Ontiveros v. County of San Bernardino, et.al.*, Case No. 5:24-cv-00197-SSS-SPx.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter

1 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
2 expert witness or as a consultant in this Action.

3 2.8 House Counsel: attorneys who are employees of a party to this Action. House
4 Counsel does not include Outside Counsel of Record or any other outside counsel.

5 2.9 Non-Party: any natural person, partnership, corporation, association, or other
6 legal entity not named as a Party to this action.

7 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
8 this Action but are retained to represent or advise a party to this Action and have appeared
9 in this Action on behalf of that party or are affiliated with a law firm which has appeared
10 on behalf of that party and includes support staff.

11 2.11 Party: any party to this Action, including all of its officers, directors,
12 employees, consultants, retained experts, and Outside Counsel of Record (and their
13 support staffs).

14 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
15 Material in this Action.

16 2.13 Professional Vendors: persons or entities that provide litigation support
17 services (e.g., photocopying, videotaping, translating, preparing exhibits or
18 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
19 their employees and subcontractors.

20 2.14 Protected Material: any Disclosure or Discovery Material that is designated
21 as "CONFIDENTIAL."

22 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from
23 a Producing Party.

24 **3. SCOPE**

25 The protections conferred by this Stipulation and Order cover not only Protected
26 Material (as defined above), but also (1) any information copied or extracted from
27 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
28 Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel

1 that might reveal Protected Material. Any use of Protected Material at trial shall be
2 governed by the orders of the trial judge. This Order does not govern the use of Protected
3 Material at trial.

4 **4. DURATION**

5 Even after final disposition of this litigation, the confidentiality obligations imposed
6 by this Order shall remain in effect until a Designating Party agrees otherwise in writing
7 or a court order otherwise directs. Final disposition shall be deemed to be the later of (1)
8 dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final
9 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,
10 trials, or reviews of this Action, including the time limits for filing any motions or
11 applications for extension of time pursuant to applicable law.

12 **5. DESIGNATING PROTECTED MATERIAL**

13 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
14 Party or Non-Party that designates information or items for protection under this Order
15 must take care to limit any such designation to specific material that qualifies under the
16 appropriate standards. The Designating Party must designate for protection only those
17 parts of material, documents, items, or oral or written communications that qualify so that
18 other portions of the material, documents, items, or communications for which protection
19 is not warranted are not swept unjustifiably within the ambit of this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations that
21 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
22 to unnecessarily encumber the case development process or to impose unnecessary
23 expenses and burdens on other parties) may expose the Designating Party to sanctions.

24 If it comes to a Designating Party's attention that information or items that it
25 designated for protection do not qualify for protection, that Designating Party must
26 promptly notify all other Parties that it is withdrawing the inapplicable designation.

27 5.2 Manner and Timing of Designations. Except as otherwise provided in this
28 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or

1 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
2 must be clearly so designated before the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) For information in documentary form (e.g., paper or electronic documents,
5 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
6 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
7 “CONFIDENTIAL legend”), to each page that contains protected material. If only a
8 portion or portions of the material on a page qualifies for protection, the Producing Party
9 also must clearly identify the protected portion(s) (e.g., by making appropriate markings
10 in the margins).

11 A Party or Non-Party that makes original documents available for inspection need
12 not designate them for protection until after the inspecting Party has indicated which
13 documents it would like copied and produced. During the inspection and before the
14 designation, all of the material made available for inspection shall be deemed
15 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
16 copied and produced, the Producing Party must determine which documents, or portions
17 thereof, qualify for protection under this Order. Then, before producing the specified
18 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page
19 that contains Protected Material. If only a portion or portions of the material on a page
20 qualifies for protection, the Producing Party also must clearly identify the protected
21 portion(s) (e.g., by making appropriate markings in the margins).

22 (b) For testimony given in depositions that the Designating Party identify the
23 Disclosure or Discovery Material on the record, before the close of the deposition all
24 protected testimony.

25 (c) For information produced in some form other than documentary and for any
26 other tangible items, that the Producing Party affix in a prominent place on the exterior of
27 the container or containers in which the information is stored the legend
28 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,

1 the Producing Party, to the extent practicable, shall identify the protected portion(s).

2 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
3 to designate qualified information or items does not, standing alone, waive the Designating
4 Party's right to secure protection under this Order for such material. Upon timely
5 correction of a designation, the Receiving Party must make reasonable efforts to assure
6 that the material is treated in accordance with the provisions of this Order.

7 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
9 of confidentiality at any time that is consistent with the Court's Scheduling Order.

10 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
11 process under Local Rule 37.1 et seq.

12 6.3 The burden of persuasion in any such challenge proceeding shall be on the
13 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
14 harass or impose unnecessary expenses and burdens on other parties) may expose the
15 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the
16 confidentiality designation, all parties shall continue to afford the material in question the
17 level of protection to which it is entitled under the Producing Party's designation until the
18 Court rules on the challenge.

19 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

20 7.1 Basic Principles. A Receiving Party may use Protected Material that is
21 disclosed or produced by another Party or by a Non-Party in connection with this Action
22 only for prosecuting, defending, or attempting to settle this Action. Such Protected
23 Material may be disclosed only to the categories of persons and under the conditions
24 described in this Order. When the Action has been terminated, a Receiving Party must
25 comply with the provisions of section 13 below (FINAL DISPOSITION).

26 Protected Material must be stored and maintained by a Receiving Party at a location
27 and in a secure manner that ensures that access is limited to the persons authorized under
28 this Order.

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
2 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
3 may disclose any information or item designated “CONFIDENTIAL” only to:

4 (a) The Receiving Party’s Outside Counsel of Record in this Action, as well as
5 employees of said Outside Counsel of Record to whom it is reasonably necessary to
6 disclose the information for this Action;

7 (b) The officers, directors, and employees (including House Counsel) of the
8 Receiving Party to whom disclosure is reasonably necessary for this Action;

9 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
10 is reasonably necessary for this Action and who have signed the “Acknowledgment and
11 Agreement to Be Bound” (Exhibit A);

12 (d) The court and its personnel;

13 (e) Court reporters and their staff;

14 (f) Professional jury or trial consultants, mock jurors, and Professional Vendors
15 to whom disclosure is reasonably necessary for this Action and who have signed the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (g) The author or recipient of a document containing the information or a
18 custodian or other person who otherwise possessed or knew the information;

19 (h) During their depositions, witnesses, and attorneys for witnesses, in the Action
20 to whom disclosure is reasonably necessary provided: (1) the deposing party requests that
21 the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted
22 to keep any confidential information unless they sign the “Acknowledgment and
23 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party
24 or ordered by the court. Pages of transcribed deposition testimony or exhibits to
25 depositions that reveal Protected Material may be separately bound by the court reporter
26 and may not be disclosed to anyone except as permitted under this Stipulated Protective
27 Order; and

28 (i) Any mediator or settlement officer, and their supporting personnel, mutually

1 agreed upon by any of the parties engaged in settlement discussions.

2 Notwithstanding the aforementioned specified categories of persons and
3 circumstances, all documents designated CONFIDENTIAL and their contents, including
4 and especially, but not limited to, documents and depositions under seal containing the
5 identities of witnesses, employees/personnel and consultants shall expressly be deemed
6 “Attorneys Eyes Only,” meaning its disclosure shall be limited only to counsel for the
7 parties in addition to the aforementioned specified categories of persons and
8 circumstances. However, documents that do not contain the identities of percipient
9 witnesses, such as the autopsy report, shall not be deemed “attorneys eyes only.”

10 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
11 **IN OTHER LITIGATION**

12 If a Party is served with a subpoena or a court order issued in other litigation that
13 compels disclosure of any information or items designated in this Action as
14 “CONFIDENTIAL,” that Party must:

15 (a) Promptly notify in writing the Designating Party. Such notification shall
16 include a copy of the subpoena or court order;

17 (b) Promptly notify in writing the party who caused the subpoena or order to
18 issue in the other litigation that some or all of the material covered by the subpoena or
19 order is subject to this Protective Order. Such notification shall include a copy of this
20 Stipulated Protective Order; and

21 (c) Cooperate with respect to all reasonable procedures sought to be pursued by
22 the Designating Party whose Protected Material may be affected. If the Designating Party
23 timely seeks a protective order, the Party served with the subpoena or court order shall not
24 produce any information designated in this action as “CONFIDENTIAL” before a
25 determination by the court from which the subpoena or order issued, unless the Party has
26 obtained the Designating Party’s permission. The Designating Party shall bear the burden
27 and expense of seeking protection in that court of its confidential material and nothing in
28 these provisions should be construed as authorizing or encouraging a Receiving Party in

1 this Action to disobey a lawful directive from another court.

2 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
3 **PRODUCED IN THIS LITIGATION**

4 (a) The terms of this Order are applicable to information produced by a Non-
5 Party in this Action and designated as "CONFIDENTIAL." Such information produced
6 by Non-Parties in connection with this litigation is protected by the remedies and relief
7 provided by this Order. Nothing in these provisions should be construed as prohibiting a
8 Non-Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to produce
10 a Non-Party's confidential information in its possession, and the Party is subject to an
11 agreement with the Non-Party not to produce the Non-Party's confidential information,
12 then the Party shall:

13 (1) Promptly notify in writing the Requesting Party and the Non-Party that
14 some or all of the information requested is subject to a confidentiality agreement
15 with a Non-Party;

16 (2) Promptly provide the Non-Party with a copy of the Stipulated
17 Protective Order in this Action, the relevant discovery request(s), and a reasonably
18 specific description of the information requested; and

19 (3) Make the information requested available for inspection by the Non-
20 Party, if requested.

21 (c) If the Non-Party fails to seek a protective order from this court within 14 days
22 of receiving the notice and accompanying information, the Receiving Party may produce
23 the Non-Party's confidential information responsive to the discovery request. If the Non-
24 Party timely seeks a protective order, the Receiving Party shall not produce any
25 information in its possession or control that is subject to the confidentiality agreement with
26 the Non-Party before a determination by the court. Absent a court order to the contrary,
27 the Non-Party shall bear the burden and expense of seeking protection in this court of its
28 Protected Material.

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
5 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
6 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
7 unauthorized disclosures were made of all the terms of this Order, and (d) request such
8 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is
9 attached hereto as Exhibit A.

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
11 **PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain inadvertently
13 produced material is subject to a claim of privilege or other protection, the obligations of
14 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
15 This provision is not intended to modify whatever procedure may be established in an e-
16 discovery order that provides for production without prior privilege review. Pursuant to
17 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
18 effect of disclosure of a communication or information covered by the attorney-client
19 privilege or work product protection, the parties may incorporate their agreement in the
20 stipulated protective order submitted to the court.

21 **12. MISCELLANEOUS**

22 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
23 to seek its modification by the Court in the future.

24 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
25 Order no Party waives any right it otherwise would have to object to disclosing or
26 producing any information or item on any ground not addressed in this Stipulated
27 Protective Order. Similarly, no Party waives any right to object on any ground to use in
28 evidence of any of the material covered by this Protective Order.

1 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
2 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
3 under seal pursuant to a court order authorizing the sealing of the specific Protected
4 Material at issue. If a Party's request to file Protected Material under seal is denied by the
5 court, then the Receiving Party may file the information in the public record unless
6 otherwise instructed by the court.

7 **13. FINAL DISPOSITION**

8 After the final disposition of this Action, as defined in paragraph 4, within 60 days
9 of a written request by the Designating Party, each Receiving Party must return all
10 Protected Material to the Producing Party or destroy such material. As used in this
11 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
12 summaries, and any other format reproducing or capturing any of the Protected Material.
13 Whether the Protected Material is returned or destroyed, the Receiving Party must submit
14 a written certification to the Producing Party (and, if not the same person or entity, to the
15 Designating Party) by the 60 day deadline that (1) identifies (by category, where
16 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
17 the Receiving Party has not retained any copies, abstracts, compilations, summaries or any
18 other format reproducing or capturing any of the Protected Material. Notwithstanding this
19 provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,
20 trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition
21 and trial exhibits, expert reports, attorney work product, and consultant and expert work
22 product, even if such materials contain Protected Material. Any such archival copies that
23 contain or constitute Protected Material remain subject to this Protective Order as set forth
24 in Section 4 (DURATION).

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28 ////

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: September 10, 2024

TOM BUNTON
County Counsel

/s/ Adam Miederhoff
ADAM MIEDERHOFF
Supervising Deputy County Counsel
Attorneys for Defendants, San Bernardino
County and Joseph Turner

DATED: September 10, 2024

HARRIS GROMBCHEVSKY LLP

/s/ Darren M. Harris
Darren M. Harris, Esq.
Attorneys for Plaintiff,
Brian Mejia Ontiveros

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: September 13, 2024


HONORABLE SHERI PYM
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated Protective
Order that was issued by the United States District Court for the Central District of
California in the case of *Brian Mejia Ontiveros v. County of San Bernardino, et.al., Case*
No. 5:24-cv-00197-SSS-SPx. I agree to comply with and to be bound by all the terms of
this Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order. I further agree to submit to the jurisdiction
of the United States District Court for the Central District of California for the purpose of
enforcing the terms of this Stipulated Protective Order, even if such enforcement
proceedings occur after Termination of this action. I hereby appoint
_____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____